IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE K.M.JOSEPH

MONDAY, THE 18TH JUNE 2007 / 28TH JYAISHTA 1929

WP(C).No. 11200 of 2007(G)

PETITIONER:

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1. CHELLAPPAN, AGED 48 YEARS,
S/O.RAMAN,PUNNALAM, ADIMALY.

2. PRADEEPKUMAR, AGED 35 YEARS,
S/O.GANGADHARAN,POOKKOTTIL HOUSE,
ADIMALY.

3. GOPALAN, AGED 62 YEARS, S/O.KOCHU,
VAZHEPARAMBIL, ADIMALY.

4. SOMAN AGED 55 YEARS,
S/O.BALAN, NANTHYAT,ADIMALY.

5. E.K.RAJAN, AGED 44 YEARS, S/O.KUMARAN,
EDAPPARAMBATH HOUSE,
ADIMALY.

BY ADV. SMT.C.S.SHEEJA

RESPONDENTS:

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1. ADIMALI GRAMA PANCHAYATH, REP. BY THE SECRETARY TO PANCHAYATH. ADIMALI

2. THE SECRETARY, ADIMALI GRAMA PANCHAYATH ADIMALI

BY ADV. SRI.LATHEESH SEBASTIAN

THIS WRIT PETITION (CIVIL) HAVING BEEN FINALLY HEARD ON 18/06/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

APPENDIX

PETITIONER'S EXHIBITS

EXT.P1	**TRUE COPY OF THE NOTICE DD. 28-3-07 ISSUED TO THE FIRST PETITIONER.**
EXT.P2	**TRUE COPY OF NOTICE DTD. 28-3-07 ISSUED TO THE SECOND PETITIONER.**
EXT.P3	**TRUE COPY OF THE NOTICE DTD. 28-3-07 ISSUED TO THE THIRD RESPONDENT.**
EXT.P4	**TRUE COPY OF THE NOTICE DTD. 28-3-07 ISSUED TO THE FOURTH RESPONDENT.**
EXT.P5	**TRUE COPY OF THE NOTICE DTD. 28-3-07 ISSUED TO THE FIFTH RESPONDENT.**
EXT.P6	**TRUE COPY OF THE NOTICE DTD. 28-3-07 ISSUED TO THE 6TH RESPONDENT.**
EXT.P7	**TRUE COPY OF THE LETTER DTD. 28-3-07 ISSUED TO THE FIRST PETITIONER BY R2**
EXT.P8	**TRUE COPY OF THE LETTER DTD. 28-3-07 ISSUED TO THE SECOND PETITIONER BY R2**
EXT.P9	**TRUE COPY OF THE LETTER DTD. 28-03-07 ISSUED TO THE FOURTH PETITIONER BY R2**
EXT.P10	**TRUE COPY OF THE LETTER DTD.28-3-07 ISSUED TO THE FIFTH PETITIONER BY R2**
EXT.P11	**TRUE COPY OF THE G.O. DTD. 14-3-05**
EXT.P12	**TRUE COPY OF FORM III OF G.O.17/2005 DTD. 14-3-05**

RESPONDENT'S EXHIBITS

ANNEXURE R1	**BRIEF NARRATION OF THE RATES QUOTED IN THE AUCTION.**

/True Copy/

K.M.JOSEPH, J.

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W.P.(C).No. 11200 OF 2007 -G

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Dated this the 18th day of June, 2007

JUDGMENT

Petitioners are allegedly petty traders doing business in the rooms allotted to them in the shopping complex of the respondent Panchayat. They approach this court challenging Exts.P1 to P5. Exts.P1 to P5 are notices issued calling upon them to hand over the keys so that the Panchayat can conduct auction. According to the petitioners, they have been doing business in the said shop from 1991 onwards. According to the petitioners they are entitled to renewal of their licence in terms of Rule 11(b) of the Panchayat's Acquisition and Disposal of Auction Rules. Learned counsel for the petitioners invited my attention to Clause 4(2) of Form III of the agreement and submits that under the terms of the same, petitioners have a legal right to demand renewal. Learned counsel for the Panchayat relies on the judgments of this court reported in **Soman v. Kottarakara Grama Panchayat** (2003(2)KLT 1007) and **Marykutty George**

v. State of Kerala (2005(2)KLT 515). In the said decisions, learned Judges have considered this question and taken the view that the allottees have no right of occupation over the period fixed and the Panchayat has a right to conduct auction. Learned counsel for the petitioners would seek to distinguish the said judgments by pointing out that the learned Judges in those cases did not considered the effect of statutory agreements in particular Clauses 4(2) and 4(3) therein, whereunder allottees have a legal right to demand renewal in the conditions stipulated therein and she submits that the said conditions apply in the facts of this case.

2. Learned counsel for the petitioners has not produced the agreements which the petitioners have entered into. In the absence of the agreement entered into between the petitioners and the respondent Panchayat, it may not be open to me to take a different view from the view taken from the two learned Judges in the decisions referred to above. I find that the amounts which have been offered by the highest bidders in these cases are fairly high. The Panchayat local body is in need of public funds and in

the absence of the agreement, petitioners can have no legal right as claimed. Writ petition is dismissed.

(K.M.JOSEPH, JUDGE)

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